

		)	
DEBORAH J. MACEDA		)	
		)	
Plaintiff,		)	
		)	
v.		)	Civil Action No. 01-0461 (RMC)
		)	
JAMES H. BILLINGTON, LIBRARIAN		)	
LIBRARY OF CONGRESS		)	
		)	
Defendant.		)	
		)	

Pending before the court is a Motion to Dismiss in part or in the Alternative for Summary Judgment in part filed by James H. Billington, Librarian, Library of Congress ("the Library"). The Library relies on documents outside the pleadings so its motion will be treated as a motion for summary judgment in part. FED. R. CIV. PRO. 12(b); *Cleveland County Ass'n for Gov't by the People v. Cleveland County Bd. of Comm'rs*, 142 F.3d 468, 472 n.7 (D.C. Cir. 1998). As set forth below, because the court finds that certain of Ms. Maceda's claims are precluded by previous settlement agreements, the Motion for Summary Judgment in part is granted.

Deborah Maceda has sued James Billington, Librarian, Library of Congress, under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, asserting that the Library has discriminated against her because of her gender, created a hostile work environment because of her gender, and retaliated against her for prior protected activities. Her underlying EEO complaint, filed in August 1999, was the fourth complaint she has filed against the Library since she began working

there as a police officer in 1989. Two prior complaints in 1992 and 1995 were the subjects of a formal settlement agreement in 1997 and a supplemental settlement agreement in 1998.<sup>1</sup> Ms. Maceda seeks to resuscitate the settled claims as well as pursue her more recent complaint.

### **DISCUSSION**

The Library has moved to dismiss in part or, in the alternative, for summary judgment in part, with respect to ¶¶ 12-25 of the Complaint. In accordance with LcvR 7.1(h), the Library submitted its statement of material facts as to which there is no genuine dispute. Ms. Maceda did not submit with her opposition a separate concise statement of facts as to which there is a genuine dispute, as required by LcvR 7.1(h). The Court therefore accepts as admitted the facts identified by the Library in its statement, as it is permitted to do under LcvR 7.1(h). *See* LcvR 7.1(h); *SEC v. Banner Fund Int'l*, 211 F.3d 602, 616 (D.C. Cir. 2000) (where party does not file proper statement of genuine issues pursuant to local rule, district court has no obligation to sift through the record and may deem as admitted the moving party's uncontroverted facts); *Jackson v. Finnegan, Henderson, Farabow, Garrett & Dunner*, 101 F.3d 145, 154 (D.C. Cir. 1996) (same).

As the moving party, the Library must demonstrate that the facts revealed in affidavits, depositions, answers to interrogatories or admissions, and the pleadings, when viewed in a light most favorable to Ms. Maceda, show that there are no genuine issues of material fact and that the it is entitled to judgment as a matter of law. FED R. CIV. P. 56(c); *Celotex Corp. v. Catrett*, 477 US 317, 322 (1986). The court must draw all reasonable inferences in favor of the Ms. Maceda. *Anderson v. Liberty Lobby*, 477 U.S. 242, 255 (1986). A party opposing summary judgment “may not rest upon the mere allegations or denials of his pleading, but . . . must set forth specific facts showing

---

<sup>1</sup>Ms. Maceda also filed a complaint in 1991 alleging sexual harassment.

that there is a genuine issue for trial.” *Id.* at 248.

The 1997 Settlement Agreement is before the Court and clearly offered benefits to both Ms. Maceda and the Library. Both parties were represented by counsel. Its release provision states:

Maceda, on behalf of herself, her heirs, executors, and assigns, hereby fully releases and discharges the Library, its current and former officers, directors, and employees, from any and all claims they may now have or ever had, together or as individuals, against the released parties under any federal, state or local law or regulation, arising up to the date of Execution of this Agreement. This release includes but is not limited to any and all charges, complaints, claims, or counterclaims Maceda has or may have with respect to her employment, including any claims arising under tort law, common law, any other law or regulation relating to employment, or any public policy, arising up to the date of execution of this Agreement. This release shall not apply to a breach of this Agreement.

Although they describe them differently, the parties agree that there were problems implementing the 1997 Settlement Agreement. Resolution was reached in April 1998 when the Library sent a letter to Ms. Maceda’s counsel<sup>2</sup> confirming certain points. As relevant here, the letter specified that “the Library’s proposal concerning change of Detective Maceda’s work schedule (and provision of a parking space) is contingent upon her waiver of any claims concerning breaches of the settlement agreement to date. If Detective Maceda agrees to this proposal as stated, kindly so indicate by signing below . . . .” Both Ms. Maceda and her counsel executed the April 1998 letter and there the matter rested until the August 1999 EEO complaint.

Paragraphs 12 through 25 of Ms. Maceda’s complaint in this Court recite the allegations of discrimination and harassment which were covered in her 1992 and 1995 EEO complaints to the Library and which were the subjects of the 1997 Settlement Agreement and 1998 Supplemental Agreement. *See* Compl. ¶¶ 12-25; Def. Stmt. of Material Facts ¶¶ 3-4. Paragraph 26 of the

---

<sup>2</sup> Ms. Maceda was represented by different counsel at that time.

Complaint states, “Unfortunately, the second settlement also failed to put an end to the harassment Ms. Maceda was experiencing.” Notably however, Ms. Maceda does not allege any breach of the 1997 Settlement Agreement or the 1998 Supplemental Agreement in her Complaint.

The issue before the Court is whether the 1997 Settlement Agreement and the 1998 Supplemental Agreement preclude Ms. Maceda, as a matter of law, from pursuing claims settled in these agreements. The Court holds that they do. A claimant, through a voluntary settlement agreement, may waive her right to litigate under Title VII. *See Anzueto v. WMATA*, No. 89-0522, 1992 WL 613240, at \*1 (D.D.C. June 8, 1992) (plaintiff's litigation of Title VII claims barred by previous voluntary settlement of those claims) (*quoting Alexander v. Gardner-Denver Co.*, 415 U.S. 36, 52 n.15) (1974)). In the 1997 Settlement Agreement and 1998 Supplemental Agreement, Ms. Maceda settled the claims raised in ¶¶ 12-25 of her current Complaint and waived her right to proceed on any ground, including Title VII. She cannot now resuscitate those claims.<sup>3</sup> *See Wilmes v. U.S. Postal Serv.*, 810 F.2d 130, 132 (7th Cir. 1987) (voluntary settlement agreement precluded relitigation of settled claims); *Strozier v. Gen. Motors Corp.*, 635 F.2d 424, 426 (5th Cir. 1981) (same); *Welsing v. Gov't of D.C.*, 784 F.Supp. 917, 920 (D.D.C. 1992) (same); *Anzueto*, 1992 WL 613240, at \*1 (same); *see also Harrison v. Rubin*, 174 F.3d 249, 254 (D.C. Cir. 1999) (remanding case to district court to determine whether voluntary precomplaint settlement agreement settled particular claims and therefore barred plaintiff from relitigating those claims in subsequent Title VII

---

<sup>3</sup>The Library has established that Ms. Maceda's waiver was knowing and voluntary. Prior to executing the agreements, Ms. Maceda had filed three EEO complaints: one in 1991 based on sexual harassment and one each in June 1992 and February 1995 based on sexual discrimination and retaliation. In addition, Ms. Maceda was represented by counsel when she signed both agreements. These circumstances show she was aware of her Title VII rights prior to entering the agreements and knowingly and voluntarily waived these rights.

action). In these circumstances, the Court will grant the Library's motion for partial summary judgment.

Ms. Maceda argues that her current suit raises different issues and seeks different remedies from the 1997 Settlement Agreement and the 1998 Supplemental Agreement and that the prior settlements were a "sham" because the Library "merely discontinued the harassment techniques specifically addressed in the 1997 and 1998 settlement agreements." *Plaint. Opp* at 4. This argument fails because in the 1997 Settlement Agreement Ms. Maceda released the Library "from any and all claims [she] may now have or ever had. . . against the released parties under any federal, state or local law or regulation arising up to the date of Execution of this Agreement." *Plaint. Exh. 1* at ¶ 6. The settlement agreement was not limited to certain "techniques," "issues," or "remedies," but rather extended to all pre-settlement "charges, complaints, claims, or counterclaims Maceda has or may have with respect to her employment." *Id.* It may be that Ms. Maceda has been the victim of continued illegal treatment: absent settlement or other resolution of this case, a jury will decide that question. But having agreed to a final settlement and release of all prior claims as of the 1997 Settlement Agreement and then waived any claims of breach of the 1997 Settlement Agreement in the 1998 Supplemental Agreement, Ms. Maceda has waived her right to sue now based on those same facts. *See Anzueto*, 1992 WL 613240, at \*1; *Welsing v. Gov't of D.C.*, 784 F.Supp. at 920.

Ms. Maceda also asserts that her suit is based on a continuing violation of Title VII and that the Library has an ongoing discriminatory policy or practice towards her. Therefore, she argues that ¶¶ 12-25 should not be dismissed since they are "relevant in demonstrating a continuing policy and practice of harassment." Whatever their evidentiary value as background material, a matter on which the Court does not express an opinion, it is clear that these allegations have been settled and no

further remedy for them can be forthcoming.

### **CONCLUSION**

There is no genuine issue of material fact regarding whether the 1997 Settlement Agreement and the 1998 Supplemental Agreement encompass the allegations asserted in ¶¶ 12-25 of Ms. Maceda's Complaint. Because these agreements as a matter of law bar a remedy for the settled claims, the Court grants summary judgment in favor of the Library with respect to the matters asserted in ¶¶ 12-25 of the Complaint.

---

ROSEMARY M. COLLYER  
United States District Judge

Date: January \_\_, 2003

DEBORAH J. MACEDA,  
Plaintiff,  
v.  
JAMES H. BILLINGTON, LIBRARIAN,  
LIBRARY OF CONGRESS,  
Defendant.

**ORDER**

**ORDERED** that Defendant's Motion to Dismiss in part or in the Alternative for Summary Judgment in part is **GRANTED**.

**SO ORDERED.**

Date: January \_\_\_, 2003